Civil Resolution Tribunal

Indexed as: *Pyxis Customer Solutions Ltd. v. Dikaios*, 2024 BCCRT 650

B E T W E E N :

PYXIS CUSTOMER SOLUTIONS LTD.

APPLICANT

A N D :

EIRINI DIKAIOS

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Deanna Rivers

INTRODUCTION

1. This dispute is about an outstanding personal loan. The applicant, Pyxis Customer Solutions Ltd., says a third party, Easyfinancial Services Inc. (Easyfinancial), loaned $2,776.88 to the respondent, Eirini Dikaios. The applicant says the respondent failed to repay the loan as required. The applicant says that Easyfinancial assigned the loan to it. It now seeks repayment of $2,776.88 as the outstanding loan principal. It also claims annual contractual interest.

2. The respondent agrees that they had a loan agreement with Easyfinancial. They say they could not repay the loan due to financial difficulty. They also say that the claim is out of time under the *Limitation Act*. They ask for punitive damages for the actions of the applicant, and that the debt be removed from their credit rating.

3. The applicant represented by an employee. The respondent is self-represented.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness.

5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary.

6. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUES

8. The issue in this dispute is whether the respondent owes the applicant $2,776.88, or some other amount, plus interest.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant must prove its claim on a balance of probabilities, meaning more likely than not. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision.

The Loan

10. On December 19, 2017, the respondent signed an Easyfinancial loan agreement. The agreement provided:

    a. Easyfinancial will loan the respondent $2,776.88 on December 19, 2017.

    b. The respondent will pay interest on the loan at 46.96% each year.

    c. If the respondent fails to make a payment the entire unpaid principal and accrued interest will immediately become due.

11. The applicant says the respondent is responsible to pay the claimed $2,776.88 in debt plus interest based on their contract with Easyfinancial. Easyfinancial is not a party to this dispute. As noted, the evidence shows that the respondent entered a contract with Easyfinancial on December 19, 2017. The signed contract is in evidence.

12. The applicant says Easyfinancial assigned the debt under the contract to it in May 2018. However, it did not provide any documentary evidence to support this, such as an assignment agreement between the applicant and Easyfinancial.

13. Generally speaking, a contract can only give rights to people who are parties to it. This legal concept is known as "privity of contract". Therefore, I find the applicant has not proven that Easyfinancial assigned the respondent's debt to it.

14. As set out above, the applicant bears the burden of proving its claim. Without evidence that Easyfinancial assigned the respondent's debt to it, there is no evidence that the respondent has an obligation to pay to the applicant any amount owing under the contract with Easyfinancial.

15. I find that the applicant' claim is unproven, and I dismiss it. I make no findings about any potential claims or debts between Easyfinancial and the respondent.

16. As I have dismissed the dispute for other reasons, it is not necessary for me to address the limitation period issue.

17. The respondent asked for punitive damages in their response. They did not file a counterclaim. I am not prepared to consider punitive damages in these circumstances. I dismiss the respondent's request for punitive damages.

18. The respondent also asked for an order that the debt be removed from their credit rating but did not file a counterclaim. Ordering someone to do or not do something is known as injunctive relief. This type of relief is outside the CRT's small claims jurisdiction, except if permitted by CRTA section 118. I find that an order to remove the debt from the respondent's credit rating is not within the scope of section 118. So, even if the respondent had filed a counterclaim, I would have refused to resolve it.

CRT fees and expenses

19. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule.

As the applicant was not successful, I do not order reimbursement of the tribunal fees. The respondent did not pay fees, and neither party claimed any dispute related expenses.

ORDERS

20. I dismiss the applicant's claim and this dispute.

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Deanna Rivers, Tribunal Member

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